

Division 3. Air Resources Board

Chapter 1. Motor Vehicle Pollution Control Devices

Article 6. Emission Control System Warranty

§ 2036. Defects Warranty Requirements for 1979 Through 1989 Model Passenger Cars, Light-Duty Trucks, and Medium-Duty Vehicles; 1979 and Subsequent Model Motorcycles and Heavy-Duty Vehicles; and Motor Vehicle Engines Used in Such Vehicles.

(a) Applicability.

This section shall apply to 1979 through 1989 model passenger cars, light-duty trucks, and medium-duty vehicles; 1979 and subsequent model motorcycles and heavy-duty vehicles; and motor vehicle engines used in such vehicles. The warranty period shall begin on the date the vehicle is delivered to an ultimate purchaser, or if the vehicle is first placed in service as a “demonstrator” or “company” car prior to delivery, on the date it is first placed in service.

(b) General Emissions Warranty Coverage.

The manufacturer of each motor vehicle or motor vehicle engine shall warrant to the ultimate purchaser and each subsequent purchaser that the vehicle or engine is:

(1) Designed, built, and equipped so as to conform, at the time of sale, with all applicable regulations adopted by the Air Resources Board pursuant to its authority in chapters 1 and 2, part 5, division 26 of the Health and Safety Code; and

(2) Free from defects in materials and workmanship which cause the failure of a warranted part to be identical in all material respects to that part as described in the vehicle or engine manufacturer's application for certification.

(c) Warranty Period.

The warranty period applicable to this section shall be:

(1) In the case of Class I motorcycles and motorcycle engines (50 to 169 cc or 3.1 to 10.4 cu. in.), a period of use of five years or 12,000 kilometers (7,456 miles), whichever first occurs.

(2) In the case of Class II motorcycles and motorcycle engines (170 to 279 cc or 10.4 to 17.1 cu. in.), a period of use of five years or 18,000 kilometers (11,185 miles), whichever first occurs.

(3) In the case of Class III motorcycles and motorcycle engines (280 cc and larger or 17.1 cu. in. and larger), a period of use of five years or 30,000 kilometers (18,641 miles), whichever first occurs.

(4) In the case of diesel-powered heavy-duty vehicles (except medium-duty vehicles), and motor vehicle engines used in such vehicles, a period of use of five years, 100,000 miles, or 3000 hours of operations, whichever first occurs. However, in no case may this period be less than the basic mechanical warranty that the manufacturer provides (with or without additional charge) to the purchaser of the engine. Extended warranties on select parts do not extend the emissions warranty requirements for the entire engine but only for those parts. In cases where responsibility for an extended warranty is shared between the owner and the manufacturer, the emissions warranty shall also be shared in the same manner as specified in the warranty agreement.

(5) In the case of passenger cars, light-duty trucks, and medium-duty vehicles certified under the optional 100,000-mile certification procedure, and motor vehicle engines used in such vehicles, a period of use of ten years or 100,000 miles, whichever first occurs, except as otherwise provided in this paragraph. In the case of diesel particulate control system components on the 1985 and subsequent model passenger cars, light-duty trucks, and medium-duty vehicles certified under the optional 100,000-mile certification procedure, the warranty period means five years or 50,000 miles, whichever first occurs, for failures of such components which do not result in the failure of any other warranted part to perform as designed during the warranty period of the vehicle, and ten years or 100,000 miles, whichever first occurs, for all other failures.

(6) In the case of vehicles certified to the optional emission standards pursuant to Health and Safety Code section 43101.5(a), which are sold on or after January 1, 1983, for fuel metering and ignition components contained in the state board's “Emissions Warranty Parts List”, dated December 14, 1978, as amended February 22, 1985, a period of use of two years or 24,000 miles, whichever first occurs, and for all other warranted parts, a period of use of five years or 50,000 miles, whichever first occurs.

(7) In the case of all other passenger cars, light-duty trucks, and medium-duty vehicles, a period of use of five years or 50,000 miles, whichever first occurs.

(8) In the case of heavy-duty vehicles and motor vehicle engines used in such vehicles, (except for diesel-powered heavy-duty vehicles or all medium-duty vehicles, and motor vehicle engines used in such vehicles,) a period of use of five years or 50,000 miles, whichever first occurs. However, in no case may this period be less than the basic mechanical warranty period that the manufacturer provides (with or without additional charge) to the

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purchaser of the engine. Extended warranties on select parts do not extend the emissions warranty requirements for the entire engine but only for those parts. In cases where responsibility for an extended warranty is shared between the owner and the manufacturer, the emissions warranty shall also be shared in the same manner as specified in the warranty agreement.

(d) Subject to the conditions and exclusions of subsection (j), the warranty on emissions-related parts shall function as follows:

(1) Any warranted part which is not scheduled for replacement as required maintenance in the written instructions required by subsection (e) shall be warranted for the warranty period defined in subsection (c). If any such part fails during the warranty period, it shall be repaired or replaced by the vehicle or engine manufacturer according to subsection (4) below. Any such part repaired or replaced under warranty shall be warranted for the remaining warranty period.

(2) Any warranted part which is scheduled only for regular inspection in the written instructions required by subsection (e) shall be warranted for the warranty period defined in subsection (c). A statement in such written instructions to the effect of "repair or replace as necessary" shall not reduce the period of warranty coverage. Any such part repaired or replaced under warranty shall be warranted for the remaining warranty period.

(3) Any warranted part which is scheduled for replacement as required maintenance in the written instructions required by subsection (e) shall be warranted for the period of time or mileage, whichever first occurs, prior to the first scheduled replacement point for that part. If the part fails before the first scheduled replacement point, the part shall be repaired or replaced by the vehicle or engine manufacturer according to subsection (4) below. Any such part repaired or replaced under warranty shall be warranted for the remainder of the period prior to the first scheduled replacement point for the part.

(4) Repair or replacement of any warranted part under the warranty provisions of this article shall be performed at no charge to the vehicle or engine owner, at a warranty station, except in the case of an emergency when a warranted part or a warranty station is not reasonably available to the vehicle or engine owner. In an emergency, repairs may be performed at any available service establishment, or by the owner, using any replacement part. The manufacturer shall reimburse the owner for his or her expenses including diagnostic charges for such emergency repair or replacement, not to exceed the manufacturer's suggested retail price for all warranted parts replaced and labor charges based on the manufacturer's recommended time allowance for the warranty repair and the geographically appropriate hourly labor rate. Heavy-duty vehicle and engine manufacturers shall establish reasonable emergency repair procedures which may differ from those specified in this subsection. A vehicle or engine owner may reasonably be required to keep receipts and failed parts in order to receive compensation for warranted repairs reimbursable due to an emergency, provided the manufacturer's written instructions advise the owner of his obligation.

(5) Notwithstanding the provisions of subsection (4), warranty services or repairs shall be provided at all of a manufacturer's dealership which are franchised to service the subject vehicles or engines.

(6) The vehicle or engine owner shall not be charged for diagnostic labor which leads to the determination that a warranted part is in fact defective, provided that such diagnostic work is performed at a warranty station.

(7) The vehicle or engine manufacturer shall be liable for damages to other vehicle components proximately caused by a failure under warranty any warranted part.

(8) Throughout the vehicle or engine's warranty period defined in subsection (b), the vehicle or engine manufacturer shall maintain a supply of warranted parts sufficient to meet the expected demand for such parts. The lack of availability of such parts or the incompleteness of repairs within a reasonable time period, not to exceed 30 days from the time the vehicle or engine is initially presented to the warranty station for repair, shall constitute an emergency for purposes of subsection (4).

(9) Any replacement part may be used in the performance of any maintenance or repairs. Any replacement part designated by a manufacturer may be used in warranty repairs provided without charge to the vehicle owner. Such use shall not reduce the warranty obligations of the vehicle or engine manufacturer, except that the vehicle or engine manufacturer shall not be liable under this article for repair or replacement of any replacement part which is not a warranted part (except as provided under subsection (7)).

(10) Any add-on or modified part exempted by the Air Resources Board from the prohibitions of Vehicle Code section 27156 may be used on a vehicle or engine. Such use, in and of itself, shall not be grounds for disallowing a

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warranty claim made in accordance with this article. The vehicle or engine manufacturer shall not be liable under this article to warrant failures of warranted parts caused by the use of an add-on or modified part.

(11) The Executive Officer may request and, in such case, the vehicle or engine manufacturer shall provide, any documents which describe that manufacturer's warranty procedures or policies. (e) Commencing with 1980 models sold on or after September 1, 1979, each manufacturer shall furnish with each new vehicle or engine written instructions for the maintenance and use of the vehicle or engine by the owner, which instructions shall be consistent with this article and applicable regulations in article 2 of this subchapter.

(f) Commencing with 1980 models sold on or after September 1, 1979, each manufacturer shall furnish with each new vehicle or engine a list of the warranted parts installed on that vehicle or engine. The list shall include those parts included on the Air Resources Board "Emissions Warranty Parts List," dated December 14, 1978, as amended on February 22, 1985, and incorporated herein by reference.

(g) Except for 1980 and 1981 model motorcycles, each manufacturer shall submit the documents required by sections (e) and (f), with the manufacturer's preliminary application for new vehicle or engine certification for approval by the Executive Officer. The Executive Officer may reject or require modification of the manufacturer's list of warranted parts to ensure that each such list is of proper scope and also may reject or require modification of any of the documents required by subsection (e). Approval by the Executive Officer of the documents required by subsections (e) and (f), shall be a condition of certification. The Executive Officer shall approve or disapprove the documents required by subsections (e) and (f), within 90 days of the date such documents are received from the manufacturer. Any disapproval shall be accompanied by a statement of the reasons therefore. In the event of disapproval, the manufacturer may petition the Board to review the decision of the Executive Officer.

(h) Notwithstanding subsection (f), the Executive Officer may delete any part from a manufacturer's list of warranted parts provided in the manufacturer demonstrates to the Executive Officer's satisfaction that:

(1) Failure of such part will not increase the emissions of any vehicle or engine on which it is installed, and

(2) Any deterioration of driveability or performance which results from failure of the part could not be corrected by adjustments or modifications to other vehicle components.

(i) Vehicle Inspection Program.

This subsection shall apply to passenger cars, light-duty trucks, medium-duty and heavy-duty vehicles and motorcycles required to be inspected pursuant to any California statutorily authorized motor vehicle emissions inspection and maintenance program. The provisions of this section shall be contained in the warranty statement required pursuant to section 2039.

(1) The owner of a vehicle which fails the inspection during its warranty period may choose to have the vehicle repaired at a warranty station.

(A) If the warranty station identifies that the inspection failure was caused by the failure or malfunction of a warranted part, than the vehicle manufacturer shall be liable for expenses involved in detecting and correcting the part failure or malfunction, unless the warranty station demonstrates that the part failure or malfunction was caused by abuse, neglect, or improper maintenance as specified in subsection (j)(1), or was caused by an adjustment not covered by warranty as specified in subsection (j)(2).

(B) If the warranty station demonstrates that the inspection failure was caused by one or more conditions executed from warranty coverage pursuant to subsection (j), the vehicle owner shall be liable for all diagnostic and repair expenses. Such expenses shall not exceed the maximum repair costs permissible under the inspection program.

(C) If the warranty station identifies that the inspection failure was caused by one or more defects covered under warranty pursuant to these regulations and in combination with one or more conditions excluded from warranty coverage pursuant to subsection (j), than the vehicle owner shall not be charged for the diagnostic and repair costs related to detecting and repairing the warrantable defects.

(2) In the alternative, the owner of a vehicle which fails an inspection may choose to have the vehicle repaired at other than a warranty station. If a warrantable defect is found, the vehicle owner may deliver the vehicle to a warranty station and have the defect corrected free of charge. The vehicle manufacturer shall not be liable for any expenses incurred at a service establishment not authorized to perform warranty repairs, except in the case of an emergency as specified in subsection (d)(4). If the vehicle owner chooses to have the warrantable defect repaired at

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other than a warranty station, the upper cost limit pursuant to Health and Safety Code section 44017 shall not apply to the repair.

(j) Exclusions.

(1) The repair or replacement of any warranted part otherwise eligible for warranty coverage under subsection (d) or (i), shall be excluded for such warranty coverage if the vehicle or engine manufacturer demonstrates that the vehicle or engine has been abused, neglected, or improperly maintained, and that such abuse, neglect, or improper maintenance was the direct cause of the need for the repair or replacement of the part.

(2) The following adjustments to warranted parts are excluded from warranty coverage under subsection (d) or (i); the idle air/fuel mixture ratio (for 1979 model passenger cars, and 1979 and 1980 model light-duty trucks and medium-duty vehicles), curb or high idle speed, ignition timing, valve lash, injection timing for diesel-powered vehicles, or any combination thereof.

(3) Except as provided in subsection (1) above, any adjustment of a component which as a factory installed, and properly operating, adjustment limiting device (such as an idle limiter cap) is eligible for warranty coverage under subsection (d) or (i).

NOTE: Authority cited: Sections 39600 and 39601, Health and Safety Code. Reference: Sections 43106, 43204, 43205.5, 44004, 44010, 44011, 44012, 44015, and 44017, Health and Safety Code.

REFERENCE